



M E M O R A N D U M
PUBLIC WORKS AND FACILITIES
ENVIRONMENTAL ENGINEERING DIVISION
County of Placer

TO: Board of Supervisors DATE: July 25, 2017
FROM: Ken Grehm, Director of Public Works and Facilities
By: Brett Storey, Principal Management Analyst
SUBJECT: Environmental Engineering / Grant Agreement / Foresthill Fire Protection District

ACTION REQUESTED

Approve the annual Grant Agreement with Foresthill Fire Protection District, with County Counsel and Risk Management concurrence, in the amount of \$17,889 to fund a portion of their operations that occur in proximity to the Middle Fork Project area. This agreement can be renewed annually with funding available pursuant to the Middle Fork Project Memorandum of Agreement with Placer County Water Agency, at no net County cost.

BACKGROUND

Beginning in 2006, after Placer County (County) and the Placer County Water Agency (PCWA) created the Joint Powers Authority (JPA) for the Middle Fork Project (MFP) to ensure that the MFP would be operated, protected, and improved; a series of studies were performed that would be part of the Federal Energy Regulatory Commission (FERC) and California State Water Board (SWB) relicensing process. The information from the studies, environmental and economic plans are currently under review so that a new license can be obtained for the MFP. One of the studies performed examined the recreation usage that currently occurs as a result of MFP related recreation facilities and additional visitation to these areas that may occur over time due to improvements. It is on that basis that any nexus relationships are established.

On October 17, 2013 PCWA and the County signed a Memorandum of Agreement (MOA) to provide funding to ensure that services that protect and enhance the MFP would be continued through the life of the project as annual operational costs based upon the nexus to the project. Staff has developed budget item funding that will be available to perform those various services such as public safety (Sheriff and fire); public accessibility services such as road repair, fuel reduction maintenance, and communications upgrades, as well as other impacts on County revenues. This program and others that will utilize the agreement funding have been planned to designate reserve funds to accommodate growth of recreation as the MFP begins to implement new flows and opportunities per the new FERC license agreement. Staff expects the license agreement to be final by 2019.

As discussed above, recreation in the MFP area is anticipated to increase as a result of implementation of new operating flows from the MFP and there is a related increase in public safety costs to be offset through the annual funds of the MFP MOA. The Foresthill Fire Protection District (FHFPD) provides a portion of the public safety services in the MFP area. The FERC related studies determined that this year's amount to be granted to FHFPD, including annual adjustments, is \$17,889. This Grant Agreement is to be enacted for a term of one year (with annual extensions) until the SWB and FERC relicensing process has been concluded and all permanent conditions have been agreed upon. At that time, an agreement that reflects those conditions and terms will be brought back to the Board for approval.

ENVIRONMENTAL IMPACT

The execution of this agreement is not a project and is therefore, not subject to CEQA review.

FISCAL IMPACT

Funding for MFP nexus projects is appropriated in Capital Project 04996 – Middle Fork Project in Public Works and Facilities in the FY2017-18 Proposed Budget. The resources for this agreement are to be paid from a fund that has been established and fully funded from the MOA between the County and PCWA for costs related to the MFP.

ATTACHMENTS

FHFPD Grant Agreement

USE OF FUNDS AGREEMENT

MIDDLE FORK PROJECT NEXUS FUNDING

This Use of Funds Agreement is made and entered into this _____ day of _____, 2017, by and between the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as "County", and the FORESTHILL FIRE PROTECTION DISTRICT, a California fire protection district, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, Grantee provides emergency services support in the Foresthill region of Placer County ("Grantee Project").

WHEREAS, County has received certain funds to address public safety impacts associated with the Middle Fork American River Hydroelectric Project (hereinafter "MFP Funds") and seeks to use those funds for emergency services support in the Middle Fork Project area.

WHEREAS, County has determined that the Grantee Project is an eligible project for the use of MFP Funds.

WHEREAS, County desires to grant to Grantee MFP Funds in the amount of Seventeen Thousand Eight Hundred Eighty Eight and 82/100 Dollars (\$17,888.82) for fiscal year 2017/2018 to assist with implementation of the Grantee Project on the terms and conditions stated herein.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. The Recitals listed above are incorporated into this Agreement.
2. County shall grant to Grantee MFP Funds in the amount Seventeen Thousand Eight Hundred Eighty Eight and 82/100 Dollars (\$17,888.82), the "Grant Funds" within thirty (30) days of receipt by County of a written request (the "Grant Request") from Grantee. Grantee shall provide the Grant Request to County within ninety (90) days from the date of this Agreement. The Grant Request shall state the account to which the Grantee requests funds be deposited and other information reasonable and necessary to allow the County to wire or otherwise deliver funds to Grantee.
3. Grantee shall use Grant Funds exclusively for the Grantee Project. Grantee shall provide a written status report on the Grantee Project by January 31, 2018 in a format reasonably requested by the County, including an accounting of the use of the Grant Funds.

4. During the use of Grant Funds for the Grantee Project, Grantee shall recognize in their final budget that the implementation of the Grantee Project was funded in part by MFP Funds granted by the County of Placer. Recognition of the County may be provided in the same manner as recognition provided to other Grantee Project funding entities.
5. The Grantee Project shall be recognized into Grantee budget no later than December 31, 2017, unless County grants an extension in writing. Any Grant Funds not implemented into their budget for the Grantee Project by December 31, 2017 shall be returned to the County, unless extended by the County.
6. Grantee shall comply with all laws, rules and regulations applicable to the Grantee Project and use of the Grant Funds.
7. All property and/or improvements purchased and/or installed by Grantee pursuant to this Agreement shall become the sole and separate property of Grantee as of the time said property and/or improvements are installed.
8. Grantee agrees that funds granted to it for the implementation of the Grantee Project shall not be used for any purpose not specified in this Agreement.
9. Grantee shall keep detailed accounting records in accordance with generally accepted accounting principles and as may be otherwise reasonably requested by County. County shall have the right to inspect said records at any reasonable time.
10. All notices to either party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to the Grantee or County at:

Grantee: Foresthill Fire Protection District
PO Box 1099, Foresthill, CA 95631

County: Placer County Executive Office
Attn: Middle Fork Project
175 Fulweiler Ave. Auburn, CA 95603

Either party may amend its address for notice by notifying the other party in writing.

11. Grantee shall save, keep, hold harmless, defend, and indemnify County from all damages, costs, or expenses in law or equity that may at any time arise or be set

up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omission of Grantee, any of Grantee's employees, agents, representatives, contractors and/or subcontractors. Grantee shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before or after its completion and final acceptance.

If any judgment is rendered against County for any injury, death or damage caused by Grantee as a result of work performed or completed, pursuant to this Agreement, Grantee shall, at its own expense, satisfy and discharge any judgment.

As used above, the term County means the County of Placer, its officers, agents, employees, and volunteers.

12. Grantee shall maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability and One Million Dollars (\$1,000,000) workers' compensation. Grantee shall provide additional insured endorsements naming the County in a form satisfactory to the County's Risk Manager. Grantee may meet the requirements of the Section 12 through a program of self-insurance acceptable to the County's Risk Manager.
13. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all entities to whom the property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.
14. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it should not affect the validity of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant or condition contained herein shall not constitute a waiver of any subsequent term, covenant or condition contained herein.
15. This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.

16. The parties agree that this Agreement may be extended and MFP Funds provided in one or more subsequent calendar years upon the mutual written agreement of both parties. Any such extension shall be documented in an amendment hereto executed and authorized by both parties in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

County of Placer: "County"

By:

Print Name: _____

Its: _____

Date: _____

Approved As To Form:

County Counsel

Date

Auditor

Date

Foresthill Fire Protection District: "Grantee"

By:

Print Name: _____

Its: _____

Date: _____